

PREPARED BY AND ONCE RECORDED
 RETURN TO:
 SHARON C. DUVALL, ESQUIRE
 SMITH, GAMBRELL & RUSSELL, LLP
 SUITE 3100, PROMENADE II
 1230 PEACHTREE STREET, NE
 ATLANTA, GEORGIA 30309
 404-815-3500

TAX PARCEL NOS. 15-25-301-005-2000, 15-25-327-003-0000,
 15-25-327-004-0000, AND 15-25-327-005-0000

10780479
 8/19/2009 9:18:00 AM \$54.00
 Book - 9756 Pg - 1870-1888
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN NCS
 BY: eCASH, DEPUTY - EF 19 P.

AGREEMENT REGARDING EASEMENTS

THIS AGREEMENT REGARDING EASEMENTS (this "Agreement") dated and effective as of August 14, 2009 (the "Effective Date"), made and entered into by and between **CENTRAL VALLEY WATER RECLAMATION FACILITY**, a Utah Interlocal Agreement Agency (referred to herein as "Grantor"), having an address set forth in Section 1(g) below, and **THE QUIKRETE COMPANIES, INC.** (successor by merger to Salt Lake Acquisition, Inc.), a Delaware corporation (referred to herein as "Grantee"), having an address set forth in Section 1(g) below;

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, Utah (the "Grantor Tract"), more particularly described in Exhibit "A" attached hereto;

WHEREAS, simultaneously herewith, Grantee acquired from Grantor certain real property located in Salt Lake County, Utah (the "New Grantee Tract"), more particularly described in Exhibit "B-1" attached hereto;

WHEREAS, Grantee is the owner of certain additional real property located in Salt Lake County, Utah (the "Existing Grantee Tract"), more particularly described in Exhibit "B-2" attached hereto (the "New Grantee Tract" and the "Existing Grantee Tract" are hereinafter collectively referred to as the "Grantee Tract"; and the Grantor Tract and the Grantee Tract are each sometimes herein called a "Tract" and are collectively sometimes herein called "Tracts");

WHEREAS, in connection with said acquisition, Grantor agreed to grant to Grantee, for the benefit of the Grantee Tract, easements over the Grantor Tract for access, parking and utilities, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to Grantor and Grantee (each of whom, for itself and its successors-in-interest hereunder, is herein called a "Party", and both of whom, for themselves and their respective successors-in-interest, are herein called the "Parties"), and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. PRELIMINARY MATTERS

(a) Priority. This Agreement shall be duly recorded in the Salt Lake County, Utah deed records (the "Public Land Records") on or about the Effective Date. This Agreement is intended to be and shall remain superior in all respects to any present or future deed of trust, mortgage or similar instrument granting a security interest in any Tract described herein (the same being herein called a "Mortgage"). Any attempt to subordinate this Agreement, or any of the easements, to any such Mortgage shall be null and void and of no force and effect.

(b) Purpose and Binding Effect. The burdens of this Agreement shall run with the title to the Grantor Tract and the benefits of this Agreement shall run with the title to all or any portion of the Grantee Tract, and this Agreement shall be binding upon and inure to the benefit of the Owners (as hereinafter defined) of such Tracts and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns.

(c) Rights Reserved. The record owner in fee simple (the "Owner") of the Grantor Tract shall have the right to use the Grantor Tract for any purpose which is not inconsistent with the easements burdening the same, but each such Owner, by execution of this Agreement or by acceptance of the deed conveying all or any portion of the Grantor Tract, agrees that such Owner shall not improve or alter, or permit the improvement or alteration of, the Grantor Tract in any manner which would materially and adversely affect the use and enjoyment of the easements burdening the Grantor Tract. Nothing contained in this Agreement shall constitute the dedication of any easements hereby created for the benefit of the public generally.

(d) Enforcement. This Agreement may be enforced by the Owner of any Tract by an action or proceeding at law or in equity against any person, corporation, partnership, trust, or other legal entity (a "Person") violating or attempting to violate or circumvent the requirements of this Agreement, to restrain violations, to enjoin violations, and to recover damages for violations. The remedies given in this Agreement are distinct and cumulative remedies, and the exercise of any of them shall not be deemed to preclude the right to exercise any or all of the other rights and remedies which may be available at law or in equity. The failure, however long continued, to enforce any right, easement, covenant, or condition contained in this Agreement shall not be deemed a waiver of the same and shall not bar or affect any other right or remedy arising under this Agreement. Notwithstanding the foregoing provisions of this paragraph, no Owner shall have the right to interfere with or prevent the use and enjoyment of any of the easements created hereby as a remedy for any such violation or attempted violation of this Agreement.

(e) Duration. Except with respect to the temporary construction easement arising hereunder (which shall expire upon completion of the related construction work), the easements created by this Agreement shall be perpetual and shall remain in full force and effect until and unless terminated as required by law.

(f) Constructive Notice and Acceptance. Every Person who now owns or hereafter acquires any right, title, estate, or other interest in or to any of the Tracts described herein, or any part thereof, is and shall be conclusively deemed to have consented and agreed to the easements created hereby and to all other terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such interest was acquired.

(g) Notices. All notices, approvals, payments, demands, or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by a nationally recognized overnight courier service or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below and shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (ii) if mailed, three (3) business days after the date of posting by the United States post office.

If to Grantor: Central Valley Water Reclamation Facility
800 West Central Valley Road
Salt Lake City, Utah 84119-3379
Attention: Reed N. Fisher, General Manager

If to Grantee: The Quikrete Companies, Inc.
490 West 3300 South
Salt Lake City, UT 84115
Attention: Plant Manager

With a Copy to: The Quikrete Companies, Inc.
One Securities Center
3490 Piedmont Road, N.E.
Suite 1300
Atlanta, Georgia 30305
Attention: Mr. Will Magill

If the date on which any notice to be given hereunder falls on a Saturday, Sunday or federal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or federal holiday. Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

(h) Miscellaneous. The Parties hereto do hereby further acknowledge and agree that:

(1) The headings or titles of the sections and subsections of this Agreement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Agreement;

(2) If any provision of this Agreement, or the application of such provision to any Person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any Person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby;

(3) Should ownership of all or any part of any Tract described in this Agreement be transferred, then the transferor shall thereafter have no further liability for the payment or performance of any obligation relating to such transferred land and arising under this Agreement, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement;

(4) Any amendment to this Agreement shall be in writing, shall be executed by each Owner of any of the Tracts, and shall be duly recorded in the Public Land Records;

(5) No waiver of any right or obligation created or arising under this Agreement shall be binding upon any Owner of any of the Tracts described herein unless such waiver is in writing and signed by the Owner against whom enforcement thereof is sought;

(6) No failure of any Owner benefitted by any provision of this Agreement to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Person to demand exact compliance with the terms hereof;

(7) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto;

(8) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah; and

(9) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

2. EASEMENTS

2.1 Access Easement. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, a non-exclusive easement for vehicular ingress, egress, and access over, through and across the driveway located on the Grantor Tract, and more particularly identified as "private drive" on Exhibit "C" attached hereto. Notwithstanding the foregoing, in no event will Grantee allow its commercial trucks to utilize the private drive for such ingress,

egress or access purposes. Grantor shall, at its sole cost and expense, keep and maintain the "private drive" in a good and serviceable condition, free of settling, potholes, fissures, and cracks.

2.2 Parking Easement. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, an exclusive easement for parking, including, without limitation, easements for the constructions, installation, maintenance, repair, replacement and use of a parking lot and related facilities (the "Parking Facilities"), on that portion of the Grantor Tract identified as "parking area" on Exhibit "C". Notwithstanding the foregoing, in no event will the Parking Facilities be used by Grantee for the purpose of parking commercial trucks used by Grantee in the conduct of its business on the Grantee Tract. Grantee shall, at its sole cost and expense, keep and maintain the Parking Facilities in a good and serviceable condition.

2.3 Sewer Easement. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, an exclusive easement for sanitary sewer service, including, without limitation, easements for the construction, installation, maintenance, repair, replacement and use of a sanitary sewer line and related facilities (the "Sewer Facilities") over the Grantor Tract, to connect to a public sanitary sewer line located on the Grantor Tract, the centerline of said public sanitary sewer line is more particularly described on Exhibit "D". All Sewer Facilities hereafter constructed shall be constructed and maintained at the sole cost and expense of the Owner of the Grantee Tract, and, upon completion of such construction or maintenance, the Owner of the Grantee Tract shall restore any damage to the Grantor Tract caused by such work. The sewer easement shall include temporary easements for the construction and maintenance of the Sewer Facilities burdening such adjacent portions of the Grantor Tract as shall be reasonably necessary to such construction and maintenance.

2.4 Utility Easements. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, a non-exclusive easement for utility service, including, without limitation, easements for the construction, installation, maintenance, repair, replacement and use of electric, water, gas, telephone, cable, and other utility lines and related facilities (the "Utility Facilities") that may be constructed on the Grantor Tract at such locations as shall be approved by Grantor (which approval shall not be unreasonably withheld, delayed or conditioned). All Utility Facilities hereafter constructed shall be constructed and maintained at the sole cost and expense of the Owner of the Grantee Tract (or the applicable utility company, as the case may be), and, upon completion of such construction or maintenance, the Owner of the Grantee Tract (or the applicable utility company) shall restore any damage to the Grantor Tract caused by such work. The utility easements granted herein shall burden only that portion of the Grantor Tract on which the Utility Facilities are so constructed and installed. The utility easements shall include temporary easements for the construction and maintenance of the Utility Facilities burdening such adjacent portions of the Grantor Tract as shall be reasonably necessary to such construction and maintenance.

2.5 Drainage Easements. Grantor does hereby declare, create and establish, for the benefit of the Grantee Tract, a non-exclusive easement for the drainage of storm water, including, without limitation, easements for the construction, installation, maintenance, repair, replacement and use of underground storm water drainage lines, drop inlets, detention ponds, and related facilities (the "Drainage Facilities") that may be constructed on the Grantor Tract at such

locations as shall be approved by Grantor (which approval shall not be unreasonably withheld, delayed or conditioned). All Drainage Facilities hereafter constructed shall be constructed and maintained at the sole cost and expense of the Owner of the Grantee Tract, and, upon completion of such construction or maintenance, the Owner of the Grantee Tract shall restore any damage to the Grantor Tract caused by such work. The drainage easements granted herein shall burden only that portion of the Grantor Tract on which the Drainage Facilities are so constructed and installed. The drainage easements shall include temporary easements for the construction and maintenance of the Drainage Facilities burdening such adjacent portions of the Grantor Tract as shall be reasonably necessary to such construction and maintenance.

(SIGNATURES START ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto sign and cause this Agreement to be executed.

CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah Interlocal Agreement Agency



By: Reed N. Fisher
Name: Reed N. Fisher
Title: General Manager

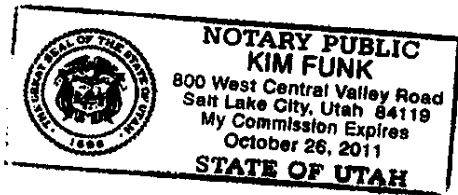
STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

On this 12th day of August, 2009, personally appeared before me Reed N. Fisher, who being duly sworn, did say that he is the General Manager of Central Valley Water Reclamation Facility, and that the foregoing instrument was signed on behalf of Central Valley Water Reclamation Facility, by authority of law.

Kim Funk
Name: Kim Funk
NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires: 10-26-2011

[AFFIX NOTARY SEAL]



THE QUIKRETE COMPANIES, INC., a Delaware corporation,

By: [Signature]
Name: William R. Magill
Title: CFO / ASST SEC.

STATE OF GEORGIA)

:ss

COUNTY OF FULTON)

On this 14 day of AUGUST, 2009, personally appeared before me William R. Magill, being duly sworn, did say that she/he is the CHIEF FINANCIAL OFFICER of The Quikrete Companies, Inc. and that the within and foregoing instrument was signed for and in behalf of such entity.

[Signature]
Name: Elisabeth Kaplan
NOTARY PUBLIC
Residing in Cobb County, Georgia

Elisabeth Kaplan
Notary Public
My Commission Expires
~~Cobb County, Georgia~~
My Commission Expires
November 30, 2012

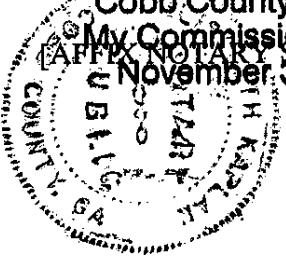


EXHIBIT "A"

Legal Description of the Grantor Tract

A parcel of land located in the Southwest Quarter of Section 25 and the Southeast Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 435.78 feet and North 02 degrees 38 minutes 50 seconds West 139.32 feet from the Salt Lake County Street Monument at the intersection of 3300 South and 700 West Streets, said street monument being South 89 degrees 38 minutes 49 seconds West 198.15 feet (ARP) and North 00 degrees 04 minutes 49 seconds West 1027.31 feet (MEAS) from the Southeast corner of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence westerly 503.56 feet, along the arc of a 580.00 foot radius curve to the right, chord bears North 68 degrees 51 minutes 46 seconds West 487.89 feet; thence North 06 degrees 23 minutes 50 seconds West 280.87 feet; thence North 01 degree 49 minutes 26 seconds East 115.94 feet; thence North 01 degree 50 minutes 00 seconds East 99.98 feet; thence North 28 degrees 53 minutes 07 seconds East 94.10 feet; thence North 44 degrees 43 minutes 01 second East 100.32 feet; thence North 47 degrees 09 minutes 57 seconds East 111.78 feet; thence North 50 degrees 51 minutes 03 seconds East 103.68 feet; thence North 49 degrees 28 minutes 01 second East 65.10 feet; thence North 00 degrees 06 minutes 07 seconds West 102.20 feet; thence North 89 degrees 53 minutes 53 seconds East 203.63 feet; thence North 00 degrees 05 minutes 55 seconds West 22.50 feet; thence North 89 degrees 53 minutes 53 seconds East 464.59 feet; thence South 00 degrees 07 minutes 51 seconds East 236.07 feet; thence South 33 degrees 01 minute 14 seconds East 254.35 feet; thence South 49 degrees 20 minutes 20 seconds East 77.66 feet; thence South 30 degrees 20 minutes 38 seconds East 160.35 feet; thence South 00 degrees 02 minutes 43 seconds West 127.74 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.16 feet; thence South 89 degrees 57 minutes 17 seconds East 50.39 feet; thence South 00 degrees 09 minutes 48 seconds West 68.45 feet to the Northerly Right-of-Way Line of 3300 South Street; thence, along said Northerly Right-of-Way Line, the following six (6) courses: (1) South 84 degrees 57 minutes 11 seconds West, 194.61 feet; (2) North 86 degrees 47 minutes 40 seconds West 197.48 feet, (3) South 88 degrees 18 minutes 23 seconds West 75.08 feet, (4) North 87 degrees 52 minutes 24 seconds West 324.29 feet, (5) North 83 degrees 34 minutes 03 seconds West 205.69 feet, (6) South 86 degrees 15 minutes 59 seconds West 130.31 feet to the Point of Beginning.

Contains: 1,326,823 square feet or 30.46 acres.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 1170.05 feet and North 02 degrees 38 minutes 50 seconds West 155.83 feet from the Salt Lake County Street Monument at the Intersection of 3300 South and 700 West Streets, and running thence North 01 degree 04 minutes 49 seconds West 204.56 feet; thence North 87 degrees 37 minutes 00 seconds East 4.96 feet; thence North 02 degrees 30 minutes 20 seconds East 10.98 feet; thence North 87 degrees 42 minutes 34 seconds West 2.50 feet; thence North 00 degrees 49 minutes 22 seconds East 96.51 feet; thence North 85 degrees 00 minutes 01 second East 62.42 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.64 feet; thence North 89 degrees 53 minutes 01 second West 341.64 feet to the Point of Beginning.

Contains: 108,934 square feet or 2.50 acres.

TAX PARCEL NO. 15-25-301-005-2000

EXHIBIT "B-1"

Legal Description of the New Grantee Tract

A parcel of land located in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is North 87 degrees 21 minutes 10 seconds East 1170.05 feet and North 02 degrees 38 minutes 50 seconds West 155.83 feet from the Salt Lake County Street Monument at the Intersection of 3300 South and 700 West Streets, and running thence North 01 degree 04 minutes 49 seconds West 204.56 feet; thence North 87 degrees 37 minutes 00 seconds East 4.96 feet; thence North 02 degrees 30 minutes 20 seconds East 10.98 feet; thence North 87 degrees 42 minutes 34 seconds West 2.50 feet; thence North 00 degrees 49 minutes 22 seconds East 96.51 feet; thence North 85 degrees 00 minutes 01 second East 62.42 feet; thence South 89 degrees 50 minutes 12 seconds East 279.89 feet; thence South 00 degrees 09 minutes 48 seconds West 317.64 feet; thence North 89 degrees 53 minutes 01 second West 341.64 feet to the Point of Beginning.

Contains: 108,934 square feet or 2.50 acres.

PART OF TAX PARCEL NO. 15-25-301-005-2000

EXHIBIT "B-2"

Legal Description of the Existing Grantee Tract

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of South Salt Lake, County of Salt Lake, State of Utah, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of the northern right-of-way line of 3300 South Street and the eastern right-of-way line of 500 West Street (66 foot right-of-way), said intersection also being the southwest corner of Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey; run thence northeasterly along the eastern right-of-way line of 500 West Street north 00 degrees 07 minutes 05 seconds east a distance of 10.00 feet to a point; continue thence along said right-of-way line north 00 degrees 07 minutes 05 seconds east a distance of 31.49 feet to a set rebar/cap, said set rebar/cap being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, run thence northeasterly along the eastern right-of-way line of 500 West Street north 00 degrees 07 minutes 05 seconds east a distance of 107.92 feet to a set p.k. nail in asphalt; run thence northwesterly along the northern terminus of 500 West Street north 89 degrees 52 minutes 55 seconds west, a distance of 66.00 feet to a found brass cap property corner; run thence northeasterly along the eastern boundary line of property owned by Central Valley Sewer Treatment Plant north 00 degrees 07 minutes 05 seconds east, a distance of 407.56 feet to a found brass cap property corner; run thence southeasterly along the southwestern boundary line of property owned by Denver and Rio Grande Western Railroad Company (the "Railroad") south 30 degrees 22 minutes 57 seconds east, a distance of 130.06 feet to a set rebar/cap; run thence northeasterly along the eastern boundary line of property owned by the Railroad north 00 degrees 07 minutes 05 seconds east, a distance of 50.09 feet to a found rebar in concrete; run thence northeasterly along the southern boundary line of property owned by the Railroad north 89 degrees 53 minutes 28 seconds east, a distance of 126.58 feet to a found brass cap property corner; run thence southeasterly along the western boundary line of a 65-foot wide easement recorded as Entry No. 780530 in Book 155, Pages 508 and 509, Salt Lake County Deed Records, south 15 degrees 30 minutes 00 seconds east, a distance of 431.00 feet to a set rebar/cap located on the northwestern boundary line of Exception Project No. 0134 for landscaping of State roadway per State of Utah "Roadway Design"; continue thence along the northwestern boundary line of said Exception Project south 83 degrees 02 minutes 19 seconds west, a distance of 106.57 feet to a set rebar/cap; continue thence along the northwestern boundary line of said Exception Project south 79 degrees 26 minutes 39 seconds west, a distance of 139.27 feet to a set rebar/cap and the TRUE POINT OF BEGINNING.

Said property being more particularly shown on and described according to that certain ALTA/NSPS Survey prepared by James G. West, Utah Registered Land Surveyor No. 3082 of Land Survey & Development, dated February 4, 1994, which survey is incorporated herein by this reference for a more complete description.

TOGETHER WITH:

The following described parcels of land in Salt Lake County, to-wit:

Parcel B:

A parcel of land being part of an entire tract of property situate in the vacated portion of 500 West Street, the boundaries of said parcel are described as follows:

Beginning at a point in the Northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 Official Records, which point is 444.91 feet North 00 degrees 07 minutes 10 seconds East from the Southwest corner of Lot 2, Block 35, 10 Acre Plat "A", Big Field Survey; thence North 30 degrees 22 minutes 57 seconds West along a northeasterly boundary line of said Quikrete Companies, 58.00 feet; thence North 89 degrees 53 minutes 28 seconds East 29.44 feet to a property corner of said Quikrete Companies, thence South 00 degrees 07 minutes 05 seconds West along said northwesterly boundary line of Quikrete Companies 50.09 feet to the point of beginning. Containing 737 square feet, more or less.

Parcel F:

A parcel of land being part of an entire tract of property situate in Lot 2, Block 35 and a portion of 500 West Street, 10 Acre Plat "A", Big Field Survey, the boundaries of said parcel are described as follows:

Beginning at a point in the northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 Official Records, which point is 495.15 feet North and 80.95 feet East from the Southwest corner of said Lot 2; thence South 89 degrees 53 minutes 28 seconds West along said northerly boundary line and extension thereof 109.36 feet to a boundary line of said Quikrete Companies; thence North 30 degrees 22 minutes 57 seconds West 72.06 feet along said boundary line; thence North 50 degrees 24 minutes 38 seconds East 65.11 feet; thence South 42 degrees 44 minutes 54 seconds East 140.88 feet to the point of beginning. Containing 7,982 square feet, more or less.

LESS AND EXCEPT:

The following described parcels of land in Salt Lake County, to-wit:

Parcel A:

A parcel of land being part of an entire tract of property situate in Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey, the boundaries of said parcel are described as follows:

Beginning at a point in the Northerly boundary line of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 in the office of the Salt Lake

County Recorder, which point is 495.15 feet North and 80.95 feet East from the Southwest Corner of said Lot 2, thence North 89 degrees 53 minutes 28 seconds East along said Northerly boundary line 46.66 feet to the Northeast corner of said Quikrete Companies; thence South 15 degrees 30 minutes 00 seconds East along the Easterly boundary line of said Quikrete Companies 144.23 feet; thence North 31 degrees 31 minutes 35 seconds West 162.95 feet to the point of beginning.

The above described parcel of land contains 3,244 square feet in area or 0.074 acre, more or less.

LESS AND EXCEPT:

The following described parcels of land in Salt Lake County, to-wit:

Parcel C

A parcel of land being part of an entire tract of property situated in the vacated portion of 500 West Street, the boundaries of said parcel are described as follows:

Beginning at a Southwesterly corner of Quikrete Companies, as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 in the office of the Salt Lake County Recorder, which point is 65.69 feet West and 149.55 feet North from the Southwest Corner of Lot 2, Block 35, Ten Acre Plat "A", Big Field Survey; thence North 00 degrees 07 minutes 05 seconds East along the Westerly boundary line of said Quikrete Companies 119.82 feet to a point on a 105.00 foot radius curve to the left (radius point bears North 89 degrees 37 minutes 58 seconds East), thence along the arc of said curve 64.96 feet through a Delta Angle of 35 degrees 26 minutes 58 seconds CCW; thence South 35 degrees 49 minutes 01 second East 8.26 feet to a point on a 120.00 foot radius curve to the right (radius point bears South 54 degrees 10 minutes 59 seconds West); thence along the arc of said curve 57.18 feet through a Delta Angle of 27 degrees 17 minutes 59 seconds CW to a point on the south property line of said Quikrete Companies; thence North 89 degrees 52 minutes 44 seconds West along the south property line of said Quikrete Companies 46.30 feet to the point of beginning.

Containing 2,534.97 square feet or 0.058 acres, more or less.

TAX PARCEL NOS: 15-25-327-003-0000,
15-25-327-004-0000, AND
15-25-327-005-0000

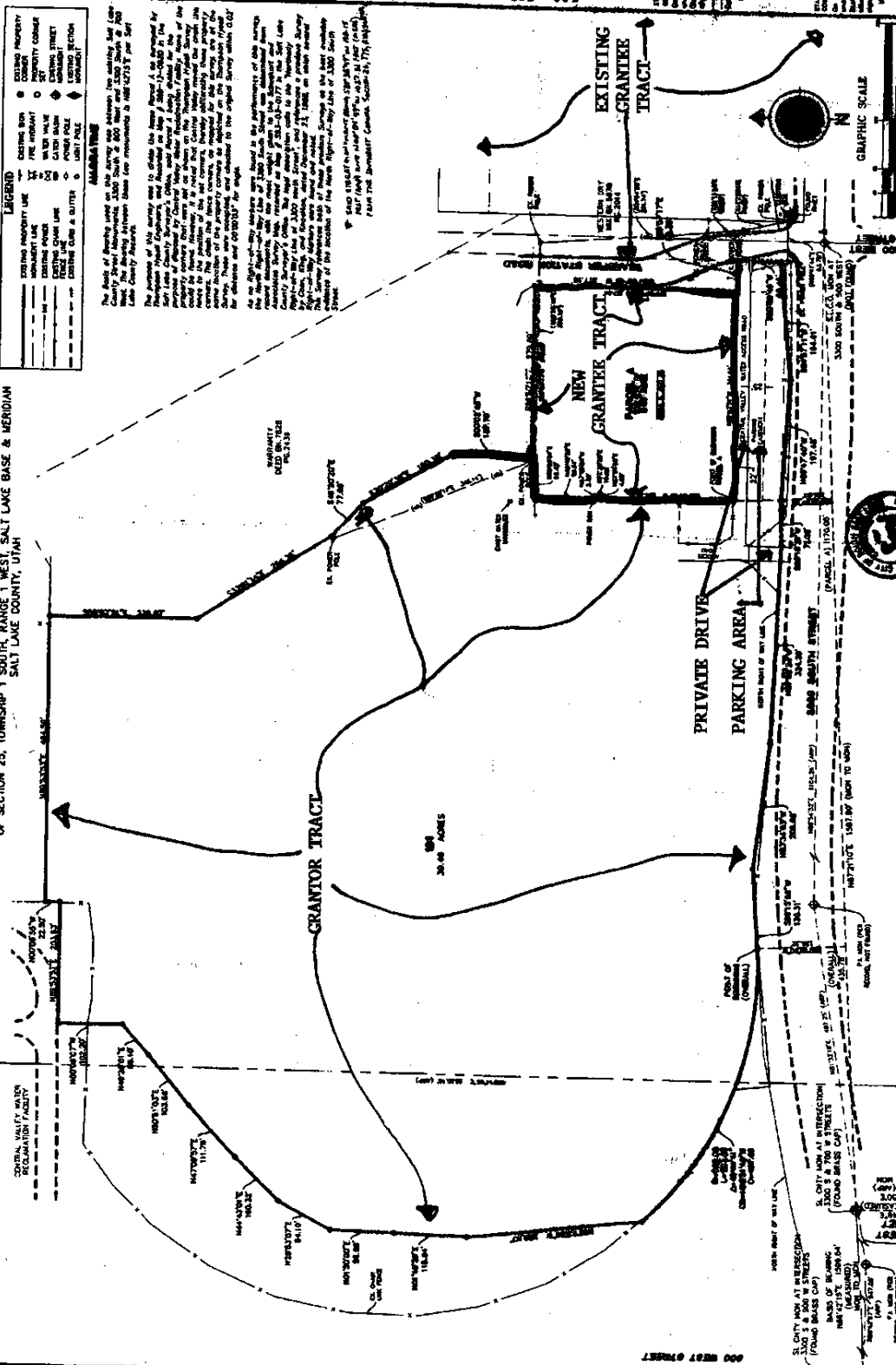
EXHIBIT "C"

Map Showing Grantor Tract

[See Attached]

CENTRAL VALLEY WATER SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28 AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH



LEGEND

- EXISTING BOUNDARY LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING ALLEY
- EXISTING DRIVE
- EXISTING UTILITY
- EXISTING FENCE
- EXISTING CURB
- EXISTING SIDEWALK
- EXISTING DRIVE
- EXISTING UTILITY
- EXISTING FENCE
- EXISTING CURB
- EXISTING SIDEWALK

ABBREVIATIONS

The Point of Beginning used on this survey was determined from the existing plat (see plat) of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

The purpose of this survey was to divide the large tract of land shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, into smaller tracts of land for the purpose of conveying same to the grantee herein named. The survey was conducted by the undersigned surveyor on the 15th day of June, 1922, and the results thereof are shown on this plat.

The survey was conducted in accordance with the provisions of the Utah Surveyors' Act, and the surveyor hereby certifies that the same is true and correct to the best of his knowledge and belief.

Witness my hand and seal at the City of Salt Lake, Utah, this 15th day of June, 1922.

GRANTOR
 [Signature]
 [Name]

GRANTEE
 [Signature]
 [Name]

ADJUDICATOR
 [Signature]
 [Name]

RECORDING OFFICER
 [Signature]
 [Name]

NOTARY PUBLIC
 [Signature]
 [Name]

APPROVED FOR RECORD
 [Signature]
 [Name]

RECORDED
 [Signature]
 [Name]

SURVEYOR'S CERTIFICATE
 I, [Name], a duly licensed surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

OVERALL BOUNDARY DESCRIPTION
 A portion of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, containing approximately 100 acres of land, more or less, as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

OWNER'S DECLARATION
 I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original survey as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

ADJUDICATOR'S DECLARATION
 I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original survey as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

RECORDING OFFICER'S DECLARATION
 I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original survey as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

NOTARY PUBLIC'S DECLARATION
 I, the undersigned, do hereby declare that the foregoing is a true and correct copy of the original survey as shown on the plat of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 20, Township 7 South, Range 1 West, Salt Lake County, Utah, which was recorded on June 22, 1922.

APPROVED FOR RECORD
 [Signature]
 [Name]

RECORDED
 [Signature]
 [Name]

APPROVED FOR RECORD
 [Signature]
 [Name]

RECORDED
 [Signature]
 [Name]

RECORDED
 [Signature]
 [Name]

RECORDED
 [Signature]
 [Name]

EXHIBIT "D"

Public Sanitary Sewer Line
Center Line Description

The right-of-way easement granted is 10 feet wide, being 5 feet on each side of the centerline of the pipe. The centerline of such pipe is described approximately as follows:

Commencing at the intersection of the northerly right-of-way line of 3300 South Street and the West line of 500 West Street, said point being S 0°14'31"E along the east Section line 4092.65 feet and due West 1348.86 feet from the Salt Lake County Survey Monument at the Northeast Corner of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said Section Corner being due East 1818.70 feet and due North 4325.57 feet from the County Survey Monument at the intersection of 3300 South Street and 900 West Street, from which monument the 900 West Street P.I. Monument bears N 00°03'17"E 4866.27 feet (basis of bearing); thence N 00°09'45"E 522.54 feet; thence N 30°20'33"W 730.44 feet to a found brass cap boundary marker; thence S 89°53'50"W 587.94 feet; thence N 18.00 feet to the TRUE POINT OF BEGINNING; thence S 09° 0' 0" E 450.00 feet; thence S 46° 30'0"E 450.00 feet and terminating.

TAX PARCEL NO. 15-25-301-005-2000

The above-described right-of-way easement is more particularly described in that certain Right of Way Agreement from DD&B, LLC and Central Valley Water Reclamation Facility to Salt Lake City Suburban Sanitary District #1, recorded March 2, 1994 as Entry No. 5753461 in Book 6884, Page 2403 of Official Records.

CONSENT OF LESSEE

FOR VALUE RECEIVED, the undersigned, as a tenant of the "Grantor Tract" described in this Agreement, does hereby acknowledge, consent to, and agree to be bound by this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement, as of the 4th day of August, 2009.

D D & B, Limited Company, a Utah limited liability company

By: Douglas O. Vilven
Name: Douglas O. Vilven
Title: Manager

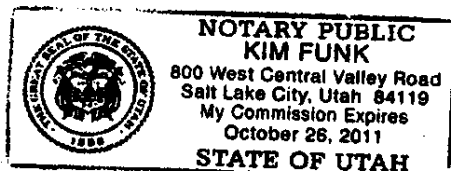
Douglas C. Rosencrans
Douglas C. Rosencrans, individually

Douglas O. Vilven
Douglas O. Vilven, individually

STATE OF Utah

COUNTY OF Salt Lake

On this 4th day of August, 2009, personally appeared before me Douglas O. Vilven, and Douglas C. Rosencrans, who being duly sworn, did say that, Douglas O. Vilven is the Manager of D D & B, Limited Company, a Utah limited liability company, and that he executed the within and foregoing instrument for and on behalf of such entity, as well as in his individual capacity, and that Douglas C. Rosencrans did execute the within and foregoing instrument in his individual capacity.



Kim Funk
Name: KIM FUNK
NOTARY PUBLIC
Residing in SALT LAKE County, State of Utah

My Commission Expires: 10-26-11

[AFFIX NOTARY SEAL]

CONSENT OF MORTGAGEE

FOR VALUE RECEIVED, the undersigned Chase Bank, N.A. (successor by merger to Bank One, Utah, National Association), as the holder of (a) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing between DD&B, Limited Company, a Utah limited liability company and Bank One, Utah, National Association recorded July 15, 1999, as Entry No. 7413550, Official Records of Salt Lake County, Utah; (b) Modification agreement by and between DD&B Limited Company, a Utah limited liability company and Bank One, Utah, NA recorded November 29, 1999, as Entry No. 7522490, aforesaid records; and (c) UCC Financing Statement by and between DD&B, Limited Company, a Utah limited liability company, as Debtor, and Bank One, Utah, NA, as Secured Party recorded July 15, 1999, as Entry No. 7413551, aforesaid records (said instruments, together with any and all other loan documents evidencing and/or securing the indebtedness described therein, and as modified or affected by that certain Deed of Reconveyance, dated on or about the date hereof, and to be recorded in the aforesaid records, being hereinafter collectively referred to as the "Loan Documents"), which encumber the "Grantor Tract" described in this Agreement, does hereby acknowledge, consent to, and agree to be bound by this Agreement and does hereby further agree that any sale of any part of the lands described in this Agreement made pursuant to the power of sale granted by the Loan Documents shall be made subject to this Agreement and to all easements, rights and obligations arising under this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement, as of the 12 day of AUGUST, 2009.

Chase Bank, N.A. (successor by merger to Bank One, Utah, National Association)

By: Robert Wade
Name: ROBERT WADE
Title: ASST. VICE PRESIDENT

STATE OF Arizona)

COUNTY OF Maricop)

On this 13 day of August, 2009, personally appeared before me ROBERT WADE, being duly sworn, did say that she/he is the ASSISTANT VICE-PRESIDENT of Chase Bank, N.A. and that the within and foregoing instrument was signed for and in behalf of such entity.



Maria Sullivan
Name: MARIA SULLIVAN
NOTARY PUBLIC
Residing in Maricopa County, State of ARIZONA

My Commission Expires: 11/11/2012

[AFFIX NOTARY SEAL]